

Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico
North Carolina

2. Job Order Number:

829740

Florida

3. Employer Name:

Seaman's Orchard

4. From:

Agriculture & Foreign Labor Program Manager
Virginia Employment Commission
2211 Hydraulic Rd
Charlottesville, VA 22901

5. OES Job Code, Title and Number of Positions
Available

45-2092.02

12 positions

Farmworker, Fruit

6. Please note the following concerning the above job order:

The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance

7. By: (ES Agency Representative)
Kendal Shaver

Title:
Agriculture & Foreign Labor
Program Manager

Telephone Number:
434-984-7640

8. Receiving State Office: ("X" one)

☐ Accepted (If accepted, list local offices extended to)

☐ Rejected (If rejected, provide reasons)

Comments:

9. By: ES Agency Representative

Telephone Number:

Date Signed:



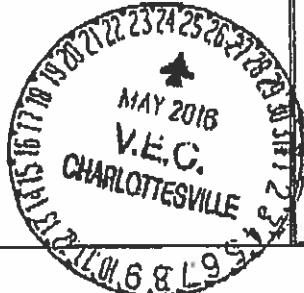
U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 780
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional van al punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<p>415 San 6-6-16</p> <p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Seamans' Orchard LLC 417 Dark Hollow Road Roseland, VA 22967</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador: 64-1129226</p> <p>b) Telephone Number / Número de Teléfono: 434-277-5554</p> <p>c) Fax Number / Número de Fax: 434-277-8128</p> <p>d) E-mail Address / Dirección de Correo Electrónico: annesklidd@gmail.com</p> <p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 415 Dark Hollow Road Roseland, VA 22967 All field locations are at this address.</p> <p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 543 Saunders Lane Arrington, VA 22922</p> <p>a) Description of Housing / Descripción de la vivienda: 2 block units - capacity 14 persons See attachment 1 to ETA790 for complete disclosure.</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <p>4. SOC (ONET/OES) Occupational Code / Código Industrial: 45-2092-02 a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworker - vegetable</p> <p>5. Job Order No. / Num. de Orden de Empleo: 829 740</p> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 2211 Hydrant Hill Rd, (434) 984-4670 Charlottesville, VA 22901 a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa): Dennis Ubante (434) 984-9928</p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 6/1/16</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 9/07/2016</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 7/25/2016 To / Hasta: 10/21/2016</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 12 ARS 6/1/16</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana, Total: Sunday / Domingo 0 Thursday / Jueves 7 Monday / Lunes 7 Friday / Viernes 7 Tuesday / Martes 7 Saturday / Sábado 6 Wednesday / Miércoles 7</p> <p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas por días diferentes actividades de la temporada: 7:00 am - 2:00 pm with 30 minutes for lunch. In general, days and hours vary widely depending on real time circumstances. See attachment 1 to ETA 780 for complete disclosure</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input type="checkbox"/></p>
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14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. Housing will be provided at no cost to workers who live beyond commuting distance and are unable to reasonably return to their place of residence the same day. Housing is not provided and is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms and conditions of housing apply only to workers occupying housing provided by the employer. All housing will meet all Federal, State and local housing standards in the jurisdiction involved. If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site and return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer's address, and will be provided a name and telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. Workers provided housing by the employer who are transferred to new employment will be provided housing during the period between jobs, if any. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided when necessary. There is no charge for housing or utilities to eligible workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property will be deducted from the worker's wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils and similar items for the use of residents. Kitchen facilities and utensils will be shared by all residents of the housing unit. In some instances a general kitchen may be provided with a central cook. Special circumstances will be disclosed in writing. Housing will be kept clean and in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards. Access to housing by Job Service outreach workers and other authorized government personnel in the exercise of their official duties is permitted. Non-governmental outreach workers, social service providers and other visitors will be permitted in the common area and other parts of the housing premises provided their presence does not disrupt nor interfere with the right of quiet enjoyment of other residents. Where there is no common area, the employer will ensure that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt residents' quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises. The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents and visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment and removal from the housing.

PLEASE SEE SECTION 3 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Order holding office: Virginia Employment Commission
2211 Hydraulic Road/PO Box 7466
Charlottesville, VA 22901
434-984-7640

To be employed in this agricultural employment opportunity worker must have 3 months of experience in commercial tree fruit harvest farm work

Workers are screened for compliance with the following criteria:

- Confirm ability (with or without reasonable accommodation), availability, qualifications and willingness to perform work described and confirm intention to work for entire season.
- Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work.
- Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.
- Affirmative confirmation of legal qualifications to work in the US as described below.

Employer will accept referrals or applications from any source. All local and intrastate(in state) applicants may be referred by the order holding office directly to the employer for interview or interested applicants may contact employer directly. Interview hours are 9:00 AM - 3:00 PM Monday through Friday, except for federally recognized holidays.

Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to the employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for employment. This will help to avoid confusion and mistakes. Interstate SWA's are strongly encouraged to contact the Virginia Employment Commission - Charlottesville, VA prior to contacting the employer to confirm the terms, conditions and start date of the job. Workers referred by SWA's should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment, to go to work. Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence or transportation.

PLEASE SEE SECTION 15 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

16. Job description and requirements / Descripción y requisitos del trabajo:

Apple Harvest - All Varieties: While performing all of the following duties, workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on market, fruit condition and operational demands.

Worker will pick according to grade, color and size and remove fruit in a manner so as to not harm the adjacent fruit on the tree branches, or physically damage fruit that is being harvested, or damage the tree while picking.

Picking apples which entails moving, ascending and descending ladders and carrying a picking bag/bucket which weighs when full close to 50 lbs. Length of ladders range 14 feet to 18 feet in length each and weigh 35 to 50 lbs. Tripod ladders are also used. Length of tripod ladders is 10 feet and weigh 40 to 50 lbs. Care must be taken when picking fruit not to damage or bruise fruit. Properly filled fruit buckets weigh up to 40 lbs. Pickers are expected to snap fruit off of tree using their thumb and palm of hand to avoid bruising. Each piece of fruit must be carefully placed in bucket to avoid bruising.

Foreman will demonstrate how the fruit must be picked; picking requirements will be explained to all workers prior to season's start. Workers must obey all employer's safety rules and safe handling practices must be used when working with, applying or handling pesticides.

PLEASE SEE SECTION 15 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 months experience in commercial tree fruit harvest farm work is required.

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 60 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos

- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinandose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Apple Harvest	\$	\$.55 - \$1.00/bushel		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Apple Thinning	\$ 10.72	\$	none	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pumpkins	\$ 10.72	\$	none	State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
Strawberries	\$ 10.72	\$	none	Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
Please see Attachment 1 to ETA790 for full disclosure of crop activities, wages, deductions and piece rates.			* If applicable ** Excludes H-2As ***Unless provided by the employer \$ See ETA790 Attachment regarding deductions				Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:
 Workers are guaranteed that their total earnings will be at least equal to the applicable AEWR per hour for all hours worked in pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the applicable AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum for the total hours worked in the respective pay period.
 In accordance with the regulations at 20 CFR 655.122(1) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification, the AEWR is subject to go up or down and the growers will make the adjustments accordingly when the AEWR is published in the Federal Register. All activities not listed as paid by piece rate will be paid by the hour.
 Basis of Pay: Some work activities contained in this application for temporary employment certification for agricultural workers under the DOL H-2A program are paid by the hour and some are paid by the piece with a minimum hourly guarantee.
 The estimated hourly earnings listed above for activities paid at piece rates are only estimates; they are not representations or guarantees that any worker will in fact earn the amounts shown. Persons working on a piece rate are guaranteed that their total earnings will be at least the applicable AEWR for all hours of piece work in the payroll period. If the Worker's piece rate earnings for the hours worked at piece rate during a payroll period result in average hourly earnings of less than the guaranteed applicable hourly AEWR rate the Worker will be provided makeup pay to the guaranteed minimum hourly rate for the hours worked at the piece rate during the respective payroll period. The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece rate is prevailing in the crop activity in the area of intended employment than the piece rate specified herein as soon as US DOL provides appropriate written notice to the employer. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein as soon as US DOL provides appropriate written notice to the employer.
 PLEASE SEE SECTION 17 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

19. Transportation Arrangements / Arreglos de Transportación
 In accordance with the regulations found at 20 CFR 655.122(h)(1-4) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.
 The Employer will offer transportation to and from the daily work site (from grower provided housing to field or other worksite and return) at no cost to the workers entitled to the housing benefit described in Section 3 of the ETA Form 790 and paragraph 14 above. For US workers who commute to work daily, the grower will offer free on farm transportation during the work day. Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available and that they solely assume all liability and costs for their personal transportation to and from work each day and at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense and liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers for any damages, injuries, personal or property losses
 PLEASE SEE SECTION 19 OF ATTACHMENT 1 TO ETA 790 FOR COMPLETE DISCLOSURE

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None-for workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None - in compliance with 20 CFR 655.135(b), no strike or lockout: The work site for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

This ETA 790 and attachments for farmworkers is being placed in connection with a future H-2A application. This disclosure is provided in compliance with 20 CFR 655.121(2) and 20 CFR 655.121(2).

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Alton Richard Seaman Owner

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

5/25/2016

Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

PLEASE SEE ATTACHMENTS TO THE ETA 790 FOR COMPREHENSIVE DISCLOSURE OF ALL TERMS AND CONDITIONS GOVERNING THESE EMPLOYMENT OPPORTUNITIES.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name ALTON RICHARD SEAMAN Date: 5/25/2016

Employer's Signature



Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

EMPLOYEE RIGHTS UNDER THE H-2A PROGRAM

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

The Immigration and Nationality Act (INA) allows for the employment of temporary, non-immigrant workers in agriculture (H-2A WORKERS) only if the employment of U.S. workers would not be adversely impacted. To ensure that U.S. workers are not adversely impacted, *H-2A WORKERS* and *OTHER WORKERS employed on an H-2A work contract or by an H-2A employer in the same agricultural work as the H-2A workers* have the following rights:

DISCLOSURE

- To receive accurate, **WRITTEN INFORMATION** about the wages, hours, working conditions, and benefits of the employment being offered
- To receive this information prior to getting a visa and no later than on the first day of work
- To receive this information in a language understood by the worker

WAGES

- To be **PAID** at least twice per month at the rate stated in the work contract
- To be informed, in writing, of all **DEDUCTIONS** (not otherwise required by law) that will be made from the worker's paycheck
- To receive an itemized, written **STATEMENT OF EARNINGS** (pay stub) for each pay period
- To be guaranteed employment for at least **THREE-FOURTHS (75%)** of the total hours promised in the work contract

TRANSPORTATION

- To be provided or, upon completion of 50 percent of the work contract period, reimbursed for reasonable costs incurred to the place of employment for transportation and subsistence (lodging incurred on the employer's behalf and meals)
- Upon completion of the work contract, to be provided or paid for return transportation and subsistence
- For workers living in employer-provided housing, to be provided **TRANSPORTATION**, at no cost to the worker, between the housing and the worksite
- All employer-provided transportation must meet applicable safety standards, be properly insured, and be operated by licensed drivers

HOUSING

- For any worker who is not reasonably able to return to his/her residence within the same day, to be provided **HOUSING AT NO COST**
- Employer-provided housing must meet applicable safety standards
- Workers who live in employer-provided housing must be offered three meals per day at no more than a DOL-specified cost, or provided free and convenient cooking and kitchen facilities

ADDITIONAL PROVISIONS

- To be provided state **WORKERS' COMPENSATION** insurance or its equivalent
- To be provided, at no cost, all **TOOLS, SUPPLIES, and EQUIPMENT** required to perform the assigned duties
- **TO BE FREE FROM DISCRIMINATION or DISCHARGE** for filing a complaint, testifying, or exercising your rights in any way or helping others to do so
- Employers **MUST** comply with all other applicable laws (including the prohibition against holding workers' passports or other immigration documents)
- Employers and their agents, including foreign recruiters, or anyone working on behalf of the employer, **MUST NOT** receive payment from any worker for any costs related to obtaining the H-2A certification (such as application and recruitment fees)
- Employers **MUST** display this poster where employees can readily see it
- Employers **MUST NOT** lay off or displace similarly employed U.S. workers within 60 days of the date of need for H-2A workers
- Employers **MUST** hire any eligible U.S. worker who applies during the first 50 percent of the approved work contract period

Workers who believe their rights under the program have been violated may file confidential complaints.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO EL PROGRAMA H-2A

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

La Ley Sobre Inmigración y Nacionalidad (INA-siglas en inglés) permite el empleo de trabajadores temporeros no inmigrantes en agricultura (Trabajadores H-2A) siempre y cuando no se impacte adversamente a trabajadores de EEUU. Para asegurarse de que no se impacte adversamente a trabajadores de EEUU, **TRABAJADORES H-2A y OTROS TRABAJADORES empleados en el contrato de trabajo H-2A o por un empleador H-2A en el mismo trabajo agrícola como trabajadores H-2A** tienen los siguientes derechos:

- DECLARACIÓN**
- Recibir **INFORMACIÓN ESCRITA** sobre los salarios, las horas, las condiciones de trabajo y los beneficios de empleo que se ofrecen
 - Recibir esta información antes de conseguir un visado y no más tarde del primer día de trabajo
 - Recibir esta información en un idioma que lo entienda el trabajador
- SALARIOS**
- Que se le **PAGUE** por lo menos dos veces al mes de acuerdo con la tasa especificada en el contrato de trabajo
 - Que se le informe, por escrito, de todas las **DEDUCCIONES** (no exigidas de otro modo por ley) que se harán del cheque de pago del trabajador
 - Recibir una **DECLARACIÓN DE INGRESOS** (talón de pago) escrita y detallada para cada período de pago
 - Que se le garantice empleo por lo menos de **TRES CUARTOS (75%)** del total de horas prometidas en el contrato de trabajo
- TRANSPORTE**
- Que se le proporcione o, al cumplir con 50 por ciento del período de trabajo contratado, reembolse por los costos razonables incurridos por transporte y alimentación al lugar de empleo (alojamiento incurrido a favor del empleador y comidas)
 - Al terminar el contrato de trabajo, que se le proporcione o que se le pague transporte de regreso y alimentación
 - Para trabajadores que viven en viviendas proporcionadas por el empleador, que se le provea **TRANSPORTE**, sin ningún costo al trabajador, entre la vivienda y el sitio de empleo
 - Todo transporte proporcionado por el empleador ha de cumplir con todas las normas de seguridad aplicables, ha de estar asegurado correctamente y ha de ser operado por un conductor licenciado
- VIVIENDA**
- Para cualquier trabajador que no pueda regresar razonablemente a su domicilio durante el mismo día, se le tiene que proporcionar **VIVIENDA SIN COSTO ALGUNO**
 - La vivienda proporcionada por el empleador tiene que cumplir con las normas de seguridad aplicables
 - Al trabajador que vive en una vivienda proporcionada por el empleador se le tiene que ofrecer tres comidas por día y que no cuesten más del costo especificado por DOL, o que se le provea las comodidades para poder cocinar y de una cocina
- DISPOSICIONES ADICIONALES**
- Que se le provea seguro de **INDEMNIZACIÓN ESTATAL PARA TRABAJADORES**, o su equivalente
 - Que se le provea, sin ningún costo, todas las **HERRAMIENTAS, SUMINISTROS y EQUIPO** exigidos para desempeñar cargos asignados
 - **ESTAR LIBRE DE DISCRIMINACIÓN o DESPIDO** por presentar una demanda, por atestiguar o por ejercer de cualquier modo sus derechos o por ayudar a otros a hacer lo mismo
 - Todo empleador **TIENE** que cumplir con todas las otras leyes aplicables (incluso la prohibición contra la retención de pasaportes de los trabajadores o cualquier otro documento de inmigración)
 - Ningún empleador ni sus agentes, incluso reclutadores extranjeros, o cualquiera que trabaje en nombre del empleador, **PUEDEN** recibir pago de ningún trabajador por ningún costo relacionado al proceso de obtener la certificación H-2A (tal como honorarios de solicitud y de reclutamiento)
 - Todo empleador **TIENE** que exhibir este cartel donde los empleados lo puedan ver fácilmente
 - **NINGÚN** empleador **PUEDE** desemplear o desplazar a trabajadores de EEUU semejantemente empleados 60 días o menos antes de la fecha que se necesiten trabajadores H-2A
 - Todo empleador **TIENE** que contratar a cualquier trabajador elegible de EEUU que solicite durante el primer 50 por ciento del período de trabajo en el contrato aprobado

Todo trabajador que crea que sus derechos hayan sido violados bajo este programa puede presentar una demanda confidencial.



Para información adicional:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

**ATTACHMENT 1 TO ETA 790
CONTINUATION OF TEXT APPLE & DIVERSIFIED VEGETABLE CROP
SEAMANS' ORCHARD 2016**

2. Address and Directions to Work Site

From 29, go west on Tye Brook Road (Rt 56), turn right on Roseland Road (State Rte 655), turn right on Dark Hollow Road (State Rte 724). Proceed .3 mile to job site.

3. Terms and Conditions for Housing:

543 Saunders Lane, Arrington, VA 22922 – Cinderblock barracks. Directions: From Rt. 29 ; go west on Tye Brook Road (RT 56), to right on Roseland Road; go 2.1 miles on Roseland Road to left on Saunders Lane; go 0.5 miles to camp on left at end of the road.

Housing will be provided at no cost to workers who live beyond commuting distance and are unable to reasonably return to their place of residence the same day. Housing is not provided and is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms and conditions of housing apply only to workers occupying housing provided by the employer.

All housing will meet all Federal, State and local housing standards in the jurisdiction involved. If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site and return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer's address, and will be provided a name and telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility.

Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided when necessary.

There is no charge for housing or utilities to eligible workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property will be deducted from the worker's wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils and similar items for the use of residents. Kitchen facilities and utensils will be shared by all residents of the housing unit.

Housing will be kept clean and in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.

Access to housing by Job Service outreach workers and other authorized government personnel in the exercise of their official duties is permitted. Non-governmental outreach workers, social service providers and other visitors will be permitted in the common area and other parts of the housing premises provided their presence does not disrupt nor interfere with the right of quiet enjoyment of other residents. Where there is no common area, the employer will ensure

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that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt residents' quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises.

The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents and visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment and removal from the housing.

11. Anticipated Hours of Work:

Worker will report to work at the designated time and place as directed by the employer each day. The standard work week of seven hours per day Monday through-Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 7 hours a day Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employers control. These periods can occur anytime throughout the season.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

15. The referral under this job order from the Applicant Holding Office is to be made to the employer:

Seaman's Orchard, LLC
415 Dark Hollow Road
Roseland, VA 22967
434-277-5554

Order holding office: Virginia Employment Commission
2211 Hydraulic Road/PO Box 7466
Charlottesville, VA 22901
434-984-7640

To be employed in this agricultural employment opportunity worker must have 3 months of experience in commercial tree fruit harvest farm work.

Workers are screened for compliance with the following criteria:

- a. Confirm ability (with or without reasonable accommodation), availability, qualifications and willingness to perform work described and confirm intention to work for entire season.
- b. Local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work.
- c. Confirmation of full disclosure of all terms and conditions and nature of work- job description by local employment service staff.
- d. Affirmative confirmation of legal qualifications to work in the US as described below.

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Employer will accept referrals or applications from any source. All local and intrastate(in state) applicants may be referred by the order holding office directly to the employer for interview or interested applicants may contact employer directly. Interview hours are 9:00 AM - 3:00 PM Monday through Friday, except for federally recognized holidays.

Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to the employer to insure full disclosure of the terms and conditions, and to confirm employment starting date prior to departing for employment. This will help to avoid confusion and mistakes. Interstate SWA's are strongly encouraged to contact the Virginia Employment Commission – Charlottesville, VA prior to contacting the employer to confirm the terms, conditions and start date of the job. **Workers referred by SWA's should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work.** Employees must present an original document or documents that establish identity and employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence or transportation.

16. Job Specifications:

To be employed in this agricultural employment opportunity worker must have 3 month of experience in commercial tree fruit harvest farm work.

APPROXIMATE TIME DURING THE CONTRACT PERIOD OF CROP ACTIVITIES FOR ALL COMMODITIES INCLUDED IN THIS APPLICATION: All of the time frames related to specific of job activities listed in the job descriptions for each commodity listed in Item 17 are approximations for the purpose of disclosure to potential applicants, applicants, and employees, both domestic and foreign. The job activities described may, in fact, occur earlier and/or later depending on a wide variety of variables including, but not limited to, weather conditions, weather disaster(s), Acts of God, disease pressure, positive or negative market conditions, availability or lack of availability of production inputs, high or low costs of available inputs, and other factors, that the grower could not reasonably anticipate at the time this application is submitted with local SWA/ US DOL ETA and that is beyond the control of the growers. These developing factors could occur at any time during the course of the growing season.

Apple Harvest – All Varieties: While performing all of the following duties, workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on market, fruit condition and operational demands.

Worker will pick according to grade, color and size and remove fruit in a manner so as to not harm the adjacent fruit on the tree branches, or physically damage fruit that is being harvested, or damage the tree while picking.

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Picking apples which entails moving, ascending and descending ladders and carrying a picking bag/bucket which weighs when full close to 50 lbs. Length of ladders range 14 feet to 18 feet in length each and weigh 35 to 50 lbs. Tripod ladders are also used. Length of tripod ladders is 10 feet and weigh 40 to 50 lbs. Care must be taken when picking fruit not to damage or bruise fruit. Properly filled fruit buckets weigh up to 40 lbs. Pickers are expected to snap fruit off of tree using their thumb and palm of hand to avoid bruising. Each piece of fruit must be carefully placed in bucket to avoid bruising. Foreman will demonstrate how the fruit must be picked; picking requirements will be explained to all workers prior to season's start. Workers must obey all employer's safety rules and safe handling practices must be used when working with, applying or handling pesticides.

Abilities and Skills Required:

Employees must display the ability to properly move, place and work from orchard ladders up to 18-feet in height, making the necessary adjustments for various procedures.

Employees must be able to pick and transfer fruit without doing damage to the fruit picked (e.g., exceeding 1% bruising of fruit).

Employees must regularly lift and/or move up to 25 pounds and must frequently lift and/or move up to 60 pounds.

Employees must be able to see all colors accurately in order to perform color-specific select picking.

Employees must have the ability to recognize product quality.

Workers should be able to work on their feet including bent positions for long periods of time. Work requires repetitive movements, extensive walking, lifting/carrying and moving, ascending and descending ladders. Must be able to lift/carry up to 60lbs. Workers may be exposed to noxious plants and/or insects which may affect workers' ability to perform the job. Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100F. Workers may be required to work during occasional showers not severe enough to stop field operations and will be provided rain gear when required to work in the rain. Workers should be physically able to do the work required with or without reasonable accommodations. Saturday work required. Employer paid post hire drug testing required after accidents in accordance with Worker's Comp policy.

The job requires regular standing, walking and climbing. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Employee must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions.

Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established farm safety guidelines, practices and procedures.

Must have ability to communicate effectively and courteously with supervisors and co-workers. Must wear all required and assigned personal protective equipment at all times when required to do so.

For food and general personal safety purposes, all workers will be required and expected to follow proper hygiene practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are

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required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that the farm adheres to as part of their Food Safety Programs.

Harvested fruit will be inspected according to grade, color and size. Job specifications can change from time to time during the season due to crop, weather and/or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day thus ensuring that the farm is able to provide a quality product to their customers. Workers will be expected to adhere to specific picking instructions according to grade, color and size and remove fruit without harming adjacent buds.

APPLE THINNING:

Thinning includes removing apples by hand from the ground and or on a ladder as well as removal of water sprouts. Thinning requires removing of apples to increase fruit quality. Removal of water sprouts from the tree is included as part of the thinning process.

Pumpkin Harvest

Pumpkins will be picked using pruning loppers or hand clippers. Employees must be able to lift pumpkins weighing 11lb to 50lbs above their head while loading truck & trailers. Pumpkins will be carefully placed in cardboard bins. Care must be taken to NOT break stems of pumpkins or scar the pumpkins.

Planting Strawberries

Assist with planting strawberry plants. Strawberry plants must be planted in hole in plastic in the ground. Strawberry plants must be handled with care while planting them in the plastic. Demonstration will be given by foreman before planting of strawberry plants begins.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 20 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Worker must be able to lift up to 60 pounds throughout the workday. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers with specific tractor operation experience are also likely to operate a tractor to assist in land preparation and planting/cultivation activities. This may or may not be incidental work, at any given time. All other duties assigned under this order will be those duties of Farmworker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Job specifications, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

Specific instructions and close supervision will be provided by the farm owner and/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality and efficiency of work accomplished by their coworkers.

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Workers may not leave trash or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Workers should be physically able to do the work described with or without reasonable accommodation.

Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non passenger intended equipment unless instructed and authorized by the employer or supervisor to do so. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. If requested, worker must sign a document daily to confirm whether or not they have been injured and other work related information. Worker may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees and their foremen/supervisor with courtesy and follow their directions/instructions. Workers must comply with attached work rules and other lawful job related work requirements as disclosed. The employer will provide without charge to the worker the tools, supplies and equipment necessary to perform the job duties. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return property of the employer or due to such worker's willful damage or destruction of such property.

Full Growing Season Commitment: The job offered requires that the worker be available for work seven hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item 9 of the ETA Form 790, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The worker agrees to be available for work and perform the assigned work for the assigned employer whenever work is available through the full period of employment shown in Item 9. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday-Friday, and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 9 of ETA Form 790 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order and will not be eligible for rehire. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Persons seeking employment as an experienced farm worker must be available for the entire period requested by the employer. Applicants who go to work will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated by the grower. If the performance is not acceptable to the grower in its sole discretion the worker will be given substantive instructions, warning notices as appropriate, and finally termination of employment for lawful job related reason(s) described elsewhere in these documents.

All domestic and/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipient's performance and tenure.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the necessary work to grow the farmer's crops.

All terms and conditions included in the job order apply equally to all workers, domestic and foreign, employed under this job order.

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The employer will provided without charge to the worker the tools, supplies and equipment necessary to perform the job duties. Worker will be charged for reasonable costs related to the workers refusal or negligent failure to return property of the employer or due to such workers willful damage or destruction of such property in compliance with 20 CFR 655.122(p)(l).

17. Wage Rates, Special Pay Information and Deductions:

Overtime Rate of Pay: Not Applicable in this Application for Temporary Employment Certification for Agricultural Workers under the DOL's H-2A Program.

The tasks in the crops listed below will be paid at the piece rates listed. All other work will be hourly paid at the applicable hourly adverse effect wage rate (AEWR).

Workers are guaranteed that their total earnings will be at least equal to the applicable AEWR per hour for all hours worked in pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the applicable AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum for the total hours worked in the respective pay period.

In accordance with the regulations at 20 CFR 655.122(1) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification, the AEWR is subject to go up or down and the growers will make the adjustments accordingly when the AEWR is published in the Federal Register. All activities not listed as paid by piece rate will be paid by the hour.

Basis of Pay: Some work activities contained in this application for temporary employment certification for agricultural workers under the DOL H-2A program are paid by the hour and some are paid by the piece with a minimum hourly guarantee. Please see below for full disclosure of specific activities and the respective basis of pay for each commodity and/or activity.

The tasks in the crops listed below will be paid at the piece rates listed herein. All other work will be paid the applicable hourly adverse effect wage rate (AEWR).

<u>Crop Activity</u>	<u>Piece Rate / Unit</u>	<u>Estimate of Hourly Earnings</u>
Apple Harvest- All Varieties	\$.55 to \$1.00/bushel	\$10.72

When picking by the piece workers will dump their bags of apples into a field bin assigned exclusively to that picker.

The tasks listed above will be paid at the above listed piece rates whenever possible. In instances when, in the employer's judgment, working conditions are unusually adverse, the employer may, in its discretion, temporarily raise the piece rate above the rates listed above, or may elect to pay workers at the applicable hourly AEWR rate, in order to assure workers fair earnings. None of the tasks listed above will be paid at less than the above-listed piece rates.

The estimated hourly earnings listed above for activities paid at piece rates are only estimates; they are not representations or guarantees that any worker will in fact earn the amounts shown. Persons working on a piece rate are guaranteed that their total earnings will be at least the applicable AEWR for all hours of piece work in the payroll period. If the Worker's piece rate earnings for the hours worked at piece rate during a payroll period result in average hourly earnings of less than the guaranteed applicable hourly AEWR rate the Worker will be provided makeup pay to the guaranteed minimum hourly rate for the hours worked at the piece rate during the respective payroll period. The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece rate is prevailing in the crop activity in the area of intended employment than the piece rate specified

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herein as soon as US DOL provides appropriate written notice to the employer. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein as soon as US DOL provides appropriate written notice to the employer.

Apple thinning, pumpkins and planting strawberries are paid at the applicable hourly adverse effect wage rate (AEWR).

A. The employer will make the following deductions from the Worker's wages: All deductions required by law, including, but not limited to, FICA taxes and Federal Income tax, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long- distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other reasonable deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the workers hourly earnings below the FLSA Federal statutory minimum wage.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned Employers place of employment and the worker is ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of seven hours daily Monday through-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Washington's birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hours. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible U.S. workers who apply during the first 50% of the employment period in accordance with the rule at 20 CFR 655.122(i)(4).

C. The work contract shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God or weather condition which makes fulfillment of this contract impossible as determined by the CO under the regulation at 20 CFR 655.122(o). In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker consistent with existing immigration law, as applicable. If such transfer is not affected, the workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for the employer. In the event of such termination, the guarantee described herein at paragraph 17(B), in compliance with the Three-fourths guarantee regulation described at 20 CFR 655.122(i)(l), ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

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E. In accordance with the regulations governing agricultural clearance orders at 20 CFR 653 the employer will provide a U.S. worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, specified in item 9 of the ETA Form 790 unless the employer has amended the date of need by notifying the local order holding office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system the hourly AEWR Wage Rate for the first week starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above mentioned assurance.

The Employer will furnish to the worker, on or before each payday one or more written statements showing 1. The worker's total earnings for the pay period; 2. The workers applicable hourly rate and/or piece rate; 3. In accordance with the 3/4 guarantee described in preceding paragraph B. (if applicable) the hours of work which have been offered to the worker; 4. The total hours actually worked by the worker; 5. An itemization of all deductions made from the Worker's wages; 6. If applicable, the number of units produced daily and the piece rates used; 7. Beginning and ending dates of the pay period; and 8. The employer's name, address and IRS identification number; and 9. The worker's net pay.

19. Transportation: In accordance with the regulations found at 20 CFR 655.122(h)(1-4) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site (from grower provided housing to field or other worksite and return) at no cost to the workers entitled to the housing benefit described in Section 3 of the ETA Form 790 and paragraph 14 above. For US workers who commute to work daily, the grower will offer free on farm transportation during the work day. Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available and that they solely assume all liability and costs for their personal transportation to and from work each day and at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense and liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers for any damages, injuries, personal or property losses.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot reasonably return to their place of residence the same day and are, therefore, eligible for the benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

Conditional Inbound Transportation and Subsistence Benefit Reimbursement

For workers eligible for the inbound transportation and subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer's place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the employer (with proper status) from another certified farm, if applicable, from within the

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United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical and reasonable common carrier transportation cost for the distance involved, whichever is less. Workers are always free to choose their own means of inbound transportation at their own liability. Workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses.

Conditional Outbound Transportation and Subsistence Benefit

In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for U.S. workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay the most economical and reasonable cost of return transportation and subsistence for the U.S. worker from the place of employment to the place from which the worker came to work for the employer, except when the U.S. worker will not be returning to the original place of departure due to subsequent employment with a different employer. If the subsequent employer has not agreed to provide or pay for the U.S. worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the U.S. worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the U.S. worker's transportation and subsistence to the subsequent place of employment, this Employer will not provide or pay for such expenses. In order to assure the lowest available outbound transportation cost the Employer reserves the right to arrange or coordinate return transportation for groups of U.S. workers large enough to justify group transportation arrangements. The grower will disburse the return transportation checks as soon as all work is completed, as determined by the Employer, and the worker is ready to depart. U.S. workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved, or the U.S. worker's actual cost, whichever is less. U.S. workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses.

In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for foreign workers who complete the work contract and are eligible for the outbound transportation benefit and the foreign worker has no immediate subsequent H-2A employment and is returning to the place from which the foreign worker came to work for the instant employer, the Employer will pay by check the most economical and reasonable cost for the foreign worker's transportation (to the place from which the foreign worker came to work for the instant employer) and will pay for subsistence from the place of employment to the place from which the foreign worker came to work for the instant employer, except when the foreign worker will not be returning to the original place of departure due to subsequent authorized H-2A employment with another employer. If the subsequent authorized H-2A employer has not agreed to provide or pay for the foreign worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing and/or paying for such expenses from the place of employment to the place from which the foreign worker originally departed to work for the instant employer. If the subsequent H-2A employer has agreed to provide or pay for the foreign worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign H-2A workers, subject to the applicable regulation at 20 CFR 655.135(i)(1-2), the Employer reserves the right to arrange and provide return transportation that will comply with the applicable Homeland Security regulations at 8 CFR 214, 8 CFR 215 and 8 CFR 274a requiring the employer to demonstrate a good faith effort to ensure the foreign workers return to their home country in compliance with the applicable laws, and, in a timely manner consistent with the expiration of the visa issued by the Consulate/State Department for the period of employment. The employer will also report workers who abscond, as applicable and appropriate, or be subject to the liquidated damages provisions of the applicable DHS regulations, and other applicable employer focused punitive penalties disclosed in law and regulation. Foreign workers eligible for the outbound transportation benefit, the grower will disburse the checks at the time all work is completed, as determined by the Employer, and the worker is ready to depart. Foreign workers who arrange their own transportation understand

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they assume all liability and hold harmless the employer for any damages, injuries, personal or property losses. The employer will not reimburse, pay for and/or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i)(4). With respect to the statement above regarding providing and/or paying the conditional outbound transportation benefit in the case of a work related injury that ends the worker's ability to continue performing the work for which they were hired for the balance of the employment period, the employer reserves the right to obtain a copy of the "no return to duty notice" from the worker's doctor and/ or request a second opinion from a doctor of the employer's choosing confirming the injury will prevent the worker from returning to work during the period of employment before issuing the outbound transportation benefit. There is no limitation created herein explicit or implied with respect to the worker's right to elect the doctor of their choosing from whom they receive medical treatment.

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). Employer will pay subsistence reimbursement at a rate of \$12.09 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at \$51.00 per day for this conditional benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

Other Conditions of Employment:

18. Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

In general, with respect to item 18b above, in the context of this job offer and job description "serious act(s) of misconduct" includes but is not limited to: Theft from the farmer or other workers; fighting, assault; fraud – falsifying work related records; being intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful and reasonable instruction given by the farmer or supervisor; repeated acts of misconduct for which the employee has been warned; abusing or threatening another employee, the supervisor, farmer, or any other person either verbally, mentally, or physically; bullying or harassment (including verbal, physical, sexual); willful or malicious damage to employer's property or another worker's property; willful failure or repeatedly refusing to carry out a lawful or reasonable instruction that is consistent with the terms and conditions of this job offer and job description; willful failure in the performance of the duties described herein to exercise the appropriate degree of care or caution considered reasonable under the circumstances resulting in an injury to the worker, another worker, supervisor, farmer or any other person, or in damage to the crops or farm tools and equipment; taking deliberate action that causes the employer to be

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out of compliance with the law; removing or misusing any employer property. A serious act of misconduct in the workplace is, in general, characterized as an objectionable action that is willful and cannot be described as a mistake or an act of negligence.

In general, with respect to item 18i above, in the context of this job offer and job description, insubordination will be considered to be any willful or intentional failure to obey a lawful and reasonable request or order from the farmer, the supervisor, or a staff member with appropriate authority. The basic elements of insubordination are as follows: 1.) A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the farmer, the supervisor, or a staff member with appropriate authority, 2.) Employee received the order orally or in writing and communicated confirmation of understanding of the order, and 3.) Employee refused to obey the order directly through an explicit statement of refusal or through non performance.

19. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with these employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case by case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy. Foreign H-2A workers, subject to the regulation at 20 CFR 655.135(i)(1-2), are hereby put on notice that they must leave the U.S. at the end of the certified period of employment and any extensions granted by US DOL/US DHS, or separation from the employer, whichever is earlier, as required under paragraph (i)(2) of this section, unless the H-2A worker is being sponsored by another subsequent H-2A employer. By US DHS, regulation a foreign worker may not remain beyond their authorized stay, as determined by US DHS, nor beyond separation from employment prior to completion of the H-2A contract, absent an extension or change of such worker's status under DHS regulations. See 8 CFR 214.2(h)(5)(vii) and 8 CFR 214.2(h)(5)(viii)(b) for the actual DHS regulatory language.

A. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in paragraph 18 above.

B. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Workers must report all injuries and illnesses to their employer. Failure to do so may result in termination. The employer attests that he will renew the workers compensation insurance policy if it is set to expire during the period covered by the labor certification in a timely manner so that there is no lapse in coverage.

C. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation and subsistence expenses to the Worker.

D. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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The terms of this Work Agreement thereafter may be changed upon posted written notice/disclosure to the Worker and approval of the OFLC certifying officer.

E. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F. Training: There will be a short demonstration period to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as particular grading specifications. After completion of the demonstration period, the employer will expect all workers to meet applicable production standards and possess the skills to work in the production of the crops described in Item 17.

G. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences. For H-2A workers, the job contract will be provided to each worker no later than the time at which the H-2A worker applies for the visa in compliance with 20 CFR 655.122(q).

H. All US workers referred through the Interstate Clearance System for employment under this agreement will be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

I. Employer agrees to abide by the regulations at 20 CFR 655.135(a-l), Assurances, and at 20 CFR 653.501.

J. If a sufficient number of U.S. workers are available at the same time and place to come to work for the Employer, as part of its recruitment/positive recruitment pursuant to 20 CFR 655.135(c-d) 20 CFR 655.154(a-d), will assist in coordinating group in- bound transportation arrangements (such as assistance in arranging for group purchase of bus tickets, or other arrangements or assistance, as appropriate). Workers will be responsible for paying the cost of such transportation pursuant to Item 17 of this Job Order.

M. The employer is an equal opportunity employer and agrees to comply with the assurance in the regulation at 20 CFR 655.135(a). All qualified eligible U.S. workers, especially women and minorities, are encouraged to apply for these jobs during the positive recruitment period and through the first 50% of the employment period in accordance with the rule at 20 CFR 655.135(d).

N. There are no strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed in compliance 20 CFR 655.135(b).

O. For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.

P. SUBSTANCE ABUSE POLICY; The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of employees and visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employer paid post hire drug testing required after accidents in accordance with Worker's Comp policy. Failure to comply with the request or testing positive may result in immediate termination.

**HOUSING RULES
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This housing is temporary in-season housing provided for migrant agricultural workers employed by the employer who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.
2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.
3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.
4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris.
5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.
6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. Occupants are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.
10. Workers living in employer's housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.
11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday.
12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.

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13. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
18. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
19. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
20. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
21. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
22. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.

WORK RULES SEAMANS' ORCHARD 2016

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violation.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7 am. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated.
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. Not pets of any kind are permitted.
5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.
6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

**WORK RULES
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9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
10. Workers may not take unauthorized breaks from work.
11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.
12. Workers may not enter employer's premises without authorization.
13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 pm except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
15. Workers may not deliberately restrict production, damage plants or bruise fruit
16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
18. Workers will be discharged for fighting on the employer's premises, at any time.
19. Workers will be discharged if they steal from fellow workers or the employer.
20. Workers will not falsify identifications, personnel, medical, production or other work-related records.
21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers must not misuse or remove from farm premises without authorization any employer-owned property.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

**WORK RULES
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26. Long distance telephone calls are prohibited without prior permission of employer and costs of such calls, if made by worker without employer's permission, will be charged to workers.

27. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense:	oral warning and correction
Second offense:	written warning and unpaid leave for balance of day.
Third offense:	immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER
NUMBER: 829740
2. NAME OF EMPLOYER: Seaman's Orchard, LLC
Roseland, Va
3. LOCATION OF EMPLOYER AND DIRECTIONS:
From 29 go west on Tye Brook Road (Rt 56), turn
right on Roseland road (State Rte 655), turn right on Dark
Hollow road (State Rte 724). Proceed .3 mile to job site.
4. PERIOD OF EMPLOYMENT:
FROM 7/25/16 to 10/21/16
5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 6
6. CROP AND PAY:
CROP: apples, vegetables
HOURLY WAGE: \$10.72
PIECE RATE: \$.55-\$1.00/bushel
7. WORK TASKS TO BE PERFORMED:
Performs a variety of tasks under supervision in orchard
and vegetable production both pre and post harvest in all
weather conditions.
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
9. HOUSING CAN ACCOMMODATE 14 PERSONS
14 INDIVIDUAL
0 FAMILY
10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____

WORKERS MAY DO THEIR OWN COOKING:

YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 829740
2. NOMBRE DEL EMPLEADOR: Seaman's Orchard, LLC
Roseland, Va
3. LUGAR Y DIRECCION DEL EMPLEADOR:
Del 29 de ir hacia el oeste por Tye Brook Road (Rt
56), gire a la derecha en Roseland carretera (State Rte 655),
gire a la derecha en Dark Hollow carretera (State Rte 724).
Continúe 0,3 millas al sitio de trabajo.
4. PERIODO DE EMPLEO:
DEL 7/25/16 al 10/21/16
5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR
SEMANA 6
6. COSECHA Y PAGO:
COSECHA manzanas, verduras
SUELDO POR HORA \$ 10.72
PAGA POR UNIDAD: \$.55- \$1.00/bushel
7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Realiza una variedad de tareas bajo la supervisión de la huerta
y hortalizas, tanto pre y post cosecha en todas las condiciones
meteorológicas
8. TRANSPORTACION PROVISTA: DESDE EL
ENCAMPAMIENTO TIASTA LOS LUGAR M DE
TRABAJO Y VUELTA: SI
9. VIVENDA DISPONIBLE PARA 14 PERSONAS:
14 INDIVIDUOS
0 FAMILIAS
10. COMIDAS:

PROVISTAS: NO

SI SON PROVISTAS, EL COSTO POR _____

LOS TRABAJADORES TIENEN QUE COCINAR SUS
COMIDAS: SI

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTACION	<u>NO</u>

TRANSPORTATION NONE
TOOLS & EQUIPMENT NONE
CREWLEADER CHARGES NONE

HERRAMIENTAS Y MAQUINARIA NO
SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS NO

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

7/11/16.

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
2211 Hydraulic Road
Charlottesville, Va 22901

During the period of 7/12/16 to 7/18/16
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el 7/11/16.

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el:

VIRGINIA EMPLOYMENT COMMISSION
2211 Hydraulic Road
Charlottesville, Va 22901

Durante el periodo el 7/12/16 al 7/18/16
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

VIRGINIA EMPLOYMENT COMMISSION
Community Services for Nelson County, Virginia

Nelson County Health Department
P.O. Box 98
63 Courthouse Square
Lovingston, VA 22949
(804) 263-8315

El departamento de salud de Nelson County suministra ayuda a los padres, niños, y a las mujeres en estado con problemas de salud. Los médicos también ayudan a las personas con enfermedades venereales, y a los que padecen de tuberculosis. El departamento también inspecciona a las residencias habitadas por trabajadores migratorios para asegurar que dichas residencias sean mantenidas de acuerdo con la ley.

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals related to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

University of Virginia Hospital
Lane Road
Charlottesville, VA 22903
(434) 924-2231 or 911

Blue Ridge Medical Center
4038 Thomas Nelson Medical Center
Arrington, VA 22822
(434) 263-4752

Los médicos proveen varios servicios rutinarios y de emergencia.

The doctors provide emergency and non-emergency medical services.

Nelson County Department of Social Services
83 Court Street
Lovingston, VA 22949
(434) 263-8334

Por información acerca de otras agencias que tienen ayuda y asistencia por las personas que no viven aquí. También, estos oficiales tienen información y regulaciones acerca de estampas comida.

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp program.

Nelson County Public Schools
84 Courthouse Square
P.O. Box 276
Lovingston, VA 22949
(434) 263-8311

La junta escolar tiene la responsabilidad de educar a los niños de edad escolar de padres migratorios.

The school system is responsible for educational programs for migrant school age children.

Salvation Army
207 Ridge Street
Charlottesville, VA 22902
(434) 295-4058

El Salvation Army ayuda a las familias, y a las personas en transito y sin hogar.

This agency helps transient persons and families.

Virginia Farmworkers Legal Assistance Project
A Program of Piedmont Legal Services
416 East Main Street, Suite 201
Charlottesville, VA 22902
(800) 390-9983

Virginia Justice Center for Farm & Immigrant Workers
105 4th Street S.E.
Suite A
Charlottesville, VA 22902
(800) 763-7323

Las Dos agencias mencionadas proveen ayuda a los trabajadores con problemas legales.

Both agencies may provide legal assistance to workers.

This Agency offers legal assistance and referrals for those who have job related or migrant housing problems.